

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
BUSINESS TELECOM, INC.**

The Interconnection Agreement dated March 25, 2003 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Business Telecom, Inc. ("BTI") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from BTI, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. BTI acknowledges and agrees that it will amend the Agreement to reflect future changes of law, in conformity with the change of law provisions of the parties' underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective "on the date of the last signature executing the Amendment".

Business Telecom, Inc.

BellSouth Telecommunications, Inc. d/b/a
 AT&T Alabama, AT&T Florida, AT&T Georgia,
 AT&T Kentucky, AT&T Louisiana, AT&T
 Mississippi, AT&T North Carolina, AT&T South
 Carolina and AT&T Tennessee

By: Name: Jerry WattsTitle: Vice PresidentDate: July 7, 2008By: Name: Kristen E. ShoreTitle: DirectorDate: 7/16/08

	<u>OCN#</u>	<u>ACNA</u>		<u>OCN#</u>	<u>ACNA</u>
ALABAMA	<u>5883, 720B</u>	<u>BTM</u>	MISSISSIPPI	<u>5885, 724B</u>	<u>BTM</u>
FLORIDA	<u>8689, 721B</u>	<u>BTM</u>	NORTH CAROLINA	<u>7794, 7796 644B, 646B</u>	<u>BTM</u>
GEORGIA	<u>7797, 645B</u>	<u>BTM</u>	SOUTH CAROLINA	<u>8688, 647B</u>	<u>BTM</u>
KENTUCKY	<u>3831, 722B</u>	<u>BTM</u>	TENNESSEE	<u>4265, 725B</u>	<u>BTM</u>
LOUISIANA	<u>5884, 723B</u>	<u>BTM</u>			

PARENT OCN: 7795